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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT**

**DISTRICT OF ARIZONA**

**Shaun Handley**; an Arizona resident; and  
**Chance McGaughey**; an Arizona resident

Plaintiffs,

v.

**East Valley Golf, LTD. dba  
Revegetation Services**, an Arizona  
company; **Kurt Anderson**, an Arizona  
resident; **Amy Anderson**, an Arizona  
resident **Jake Anderson**, an Arizona  
resident; and **Deanna Anderson**, an  
Arizona resident;

Defendants.

**Case No.**

**VERIFIED COMPLAINT**

**(Jury Trial Requested)**

Plaintiffs Shaun Handley and Chance McGaughey, for their Verified Complaint against Defendants East Valley Golf, LTD. dba Revegetation Services (“**Revegetation Services**”), Kurt Anderson, Amy Anderson, Jake Anderson, and Deanna Anderson, hereby allege as follows:

**NATURE OF THE CASE**

1. Plaintiffs bring this action against Defendants for their unlawful failure to

1 pay overtime in violation of the Fair Labor Standards Act, 29 U.S.C. §§ 201-219  
2 (hereinafter “**FLSA**”) and failure to make timely and reasonable payment of wages under  
3 the Arizona Wage Statute, A.R.S. §§ 23-351, 23-353, and 23-355 (“**Arizona Wage**  
4 **Statute**”).

5  
6 2. This action is brought to recover unpaid overtime wage compensation,  
7 liquidated damages, and statutory penalties resulting from Defendants’ violations of the  
8 FLSA.

9  
10 3. This action is also brought to recover unpaid wages, treble damages, and  
11 statutory penalties resulting from Defendants’ violations of the Arizona Wage Statute.

### 12 **JURISDICTION AND VENUE**

13  
14 4. This Court has jurisdiction over the subject matter and the parties hereto  
15 pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

16 5. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c) because  
17 all or a substantial part of the acts or omissions giving rise to the claims occurred in the  
18 state of Arizona.

19  
20 6. Plaintiffs were employed by Defendants in this District.

### 21 **PARTIES**

22 7. At all relevant times to the matters alleged herein, Plaintiffs resided in the  
23 District of Arizona.

24  
25 8. Plaintiff Shaun Handley has been a full-time employee of Defendants from  
26 on or around October 21, 2021, until on or around December 23, 2021.

27 9. Plaintiff Chance McGaughey has been a full-time employee of Defendants  
28 from on or around November 24, 2021, until on or around December 27, 2021.

1           10. At all relevant times, Plaintiffs were employees of Defendants as defined by  
2 29 U.S.C. § 203(e)(1).

3           11. At all relevant times, Plaintiffs were employees of Defendants as defined by  
4 A.R.S. § 23-350(2).

5           12. Defendant Revegetation Services is a corporation authorized to do business  
6 in Arizona and are Plaintiffs' employer as defined by 29 U.S.C. § 203(d).

7           13. Defendant Revegetation Services were Plaintiffs' employer as defined by  
8 A.R.S. § 23-350(3).

9           14. Defendant Kurt Anderson is an Arizona resident.

10           15. Defendant Kurt Anderson has directly caused events to take place giving rise  
11 to this action.

12           16. Defendant Kurt Anderson is an employer of Revegetation Services.

13           17. Defendant Kurt Anderson is a Director of Revegetation Services.

14           18. Defendant Kurt Anderson is the President of Revegetation Services.

15           19. Defendant Kurt Anderson is the CEO of Revegetation Services.

16           20. Defendant Kurt Anderson has been at all relevant times Plaintiffs' employer  
17 as defined by 29 U.S.C. § 203(d).

18           21. The FLSA defines "employer" as any individual who acts directly or  
19 indirectly in the interest of an employer in relation to an employee. Therefore, under the  
20 FLSA, Defendant Kurt Anderson is an employer.

21           22. As a person who acted in the interest of the previously identified corporate  
22 entity in relation to the company's employees, Defendant Kurt Anderson is subject to  
23 individual and personal liability under the FLSA.  
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1           23. Defendant Amy Anderson is an Arizona resident.

2           24. Upon reasonable belief, during Plaintiff's employment with Defendants,  
3 Defendant Amy Anderson and Defendant Kurt Anderson were legally married.

4           25. Defendant Amy Anderson and Defendant Kurt Anderson have caused events  
5 to take place giving rise to this action as to which their marital community is fully liable.

6           26. Under the principle of marital community property, all actions by one  
7 individual are imputed on the marital community property.

8           27. Defendant Jake Anderson is an Arizona resident.

9           28. Defendant Jake Anderson has directly caused events to take place giving rise  
10 to this action.

11           29. Defendant Jake Anderson is a manager of Revegetation Services.

12           30. Defendant Jake Anderson is an employer of Revegetation Services.

13           31. Defendant Jake Anderson has been at all relevant times Plaintiff's employer  
14 as defined by 29 U.S.C. § 203(d).

15           32. The FLSA defines "employer" as any individual who acts directly or  
16 indirectly in the interest of an employer in relation to an employee. Therefore, under the  
17 FLSA, Defendant Jake Anderson is an employer.

18           33. Defendant Jake Anderson had the authority to hire and fire employees.

19           34. Defendant Jake Anderson hired Plaintiff Shaun Handley.

20           35. Defendant Jake Anderson supervised and controlled Plaintiffs' work  
21 schedules or the conditions of Plaintiffs' employment.

22           36. Defendant Jake Anderson would delegate work to Plaintiffs.

23           37. Defendant Jake Anderson determined the rate and method of Plaintiffs'  
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1 payment of wages.

2 38. Defendant Jake Anderson supervised payroll.

3 39. As a person who acted in the interest of the previously identified corporate  
4 entity in relation to the company's employees, Jake Anderson is subject to individual and  
5 personal liability under the FLSA.  
6

7 40. Defendant Deanna Anderson is an Arizona resident.

8 41. Upon reasonable belief, during Plaintiff's employment with Defendants,  
9 Defendant Deanna Anderson and Defendant Jake Anderson were legally married.  
10

11 42. Defendant Deanna Anderson and Defendant Jake Anderson have caused  
12 events to take place giving rise to this action as to which their marital community is fully  
13 liable.  
14

15 43. Under the principle of marital community property, all actions by one  
16 individual are imputed on the marital community property.

17 44. Plaintiffs are further informed, believe, and thereon allege that each of the  
18 Defendants herein gave consent to, ratified, and authorized the acts of all other Defendants,  
19 as alleged herein.  
20

21 45. Defendants, and each of them, are sued in both their individual and corporate  
22 capacities.

23 46. Defendants are jointly and severally liable for the injuries and damages  
24 sustained by Plaintiffs.  
25

26 47. Upon reasonable belief, Plaintiffs, in their work for Defendants, were  
27 employed by an enterprise engaged in commerce that had annual gross sales of at least  
28 \$500,000 in 2021.

60. From on or around November 24, 2021, until on or around December 27, 2021, Plaintiff Chance McGaughey was a non-exempt employee paid a rate of \$18 an hour.

1           61. Between on or around October 21, 2021, until on or around December 23,  
2 2021, Defendants failed to properly compensate Plaintiff Shaun Handley for all his  
3 overtime hours.

4  
5           62. Between in or around November 24, 2021, until in or around December 27,  
6 2021, Defendants failed to properly compensate Plaintiff Chance McGaughey for all his  
7 overtime hours.

8           63. Plaintiffs routinely worked in excess of 40 hours per week.

9  
10          64. Plaintiffs were not provided with the required one and one-half times pay  
11 premium as required by the FLSA for all their worked overtime hours.

12          65. For example, the workweek of December 18, 2021, Plaintiff Shaun Handley  
13 worked around 49.5 hours and was not paid overtime wages.

14  
15          66. For example, the workweek of December 13, 2021, Plaintiff Chance  
16 McGaughey worked around 43.5 hours and was not paid overtime wages.

17          67. Plaintiff Shaun Handley worked approximately 28.5 hours of overtime that  
18 he was not compensated for.

19  
20          68. Plaintiff Shaun Handley estimates that he is owed approximately \$855 in  
21 unpaid overtime.

22          69. Plaintiff Chance McGaughey worked approximately 10 hours of overtime  
23 that he was not compensated for.

24  
25          70. Plaintiff Chance McGaughey estimates he is owed approximately \$270 in  
26 unpaid overtime.

27          71. At all relevant times during Plaintiffs' employment, Defendants failed to  
28 properly compensate Plaintiffs for all their overtime hours.

72. Defendants were aware that Plaintiffs' working hours routinely exceeded 40 hours and required them to work overtime as a condition of their employment.

73. Plaintiff Shaun Handley is also owed regular wages in the amount of \$1,020.

74. Plaintiff Shaun Handley is also owed \$500 in expenses he fronted for his work truck that was supposed to be paid back as wages.

75. Plaintiff Chance McGaughey is also owed regular wages in the amount of \$500.

76. Defendants wrongfully withheld wages from Plaintiffs by failing to pay all wages due for overtime hours Plaintiffs worked.

77. Defendants refused and/or failed to properly disclose or apprise Plaintiffs of their rights under the FLSA.

78. Defendants have not kept proper records in violation of 29 C.F.R. § 516.2.

79. Defendants failed to post and keep posted in a conspicuous place the required poster / notice explaining their employee's rights under the FLSA pursuant to 29 C.F.R. § 516.4.

80. Defendants' failure and/or refusal to compensate Plaintiffs at the rates and amounts required by the FLSA were willful.

**COUNT I**

**(FAILURE TO PAY OVERTIME WAGES – FLSA – 29 U.S.C. § 207)**

81. Plaintiffs incorporate by reference all of the above allegations as though fully set forth herein.

82. At all relevant times, Plaintiffs have been employed by Defendants within the meaning of the FLSA.

83. Plaintiffs are employees entitled to the statutorily mandated overtime wages.



84. Defendants have intentionally failed and/or refused to pay Plaintiffs' overtime wages according to the provisions of the FLSA.

85. As a direct result of Defendants' violations of the FLSA, Plaintiffs have suffered damages by not receiving compensation in accordance with 29 U.S.C. § 207.

86. In addition to the amount of unpaid overtime wages owed to Plaintiffs, they are entitled to recover an additional equal amount as liquidated damages pursuant to 29 U.S.C. § 216(b).

87. Defendants' actions in failing to compensate Plaintiffs, in violation of the FLSA, were willful. Defendants knew Plaintiffs were not being compensated overtime for time worked in excess of 40 hours in a given workweek.

88. Defendants have not made a good faith effort to comply with the FLSA.

89. Plaintiffs are also entitled to an award of attorneys' fees and other statutory damages pursuant to 29 U.S.C. § 216(b).

**COUNT II**  
**(FAILURE TO TIMELY PAY WAGES DUE – ARIZONA WAGE STATUTE)**

90. Plaintiffs incorporate by reference all of the above allegations as though fully set forth herein.

91. At all relevant times, Plaintiffs were employed by Defendants within the meaning of the Arizona Wage Statute.

92. Defendants were aware of their obligation to pay timely wages pursuant to A.R.S. § 23-351.

93. Defendants were aware that, under A.R.S. § 23-353, they were obligated to pay all wages due to Plaintiffs.

94. Defendants failed to timely pay Plaintiffs' wages due without a good faith

1 basis for withholding the wages.

2 95. Defendants have willfully failed and refused to timely pay wages due to  
3 Plaintiffs. As a result of Defendants' unlawful acts, Plaintiffs are entitled to the statutory  
4 remedies provided pursuant to A.R.S. § 23-355.  
5

6 **CONCLUSION AND PRAYER FOR RELIEF**

7 **WHEREFORE**, Plaintiffs pray:

- 8  
9 A. For the Court to declare and find that the Defendants committed the  
10 following acts:  
11 i. violated overtime wage provisions of the FLSA, 29 U.S.C. § 207, by  
12 failing to pay overtime;  
13 ii. willfully violated overtime wage provisions of the FLSA, 29 U.S.C. §  
14 207, by failing to pay overtime;  
15 iii. willfully violated the Arizona Wage Statute by failing to pay all wages  
16 due to Plaintiff;  
17  
18 B. For the Court to award compensatory damages, including liquidated damages  
19 pursuant to 29 U.S.C. § 216(b), to be determined at trial;  
20  
21 C. For the Court to award interest on all wage compensation due accruing from  
22 the date such amounts were due under all causes of action set forth herein;  
23  
24 D. For the Court to award such other monetary, injunctive, equitable, and  
25 declaratory relief as the Court deems just and proper;  
26  
27 E. For the Court to award Plaintiffs' reasonable attorneys' fees and costs  
28 pursuant to 29 U.S.C. § 216(b) and all other causes of action set forth herein;  
F. Any other remedies or judgments deemed just and equitable by this Court

**JURY DEMAND**

Plaintiffs hereby demand a trial by jury of all issues so triable.

RESPECTFULLY SUBMITTED January 3, 2022.

**ZOLDAN LAW GROUP, PLLC**

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**VERIFICATION**

Plaintiffs declare under penalty of perjury that they have read the foregoing Verified Complaint and are familiar with the contents thereof. The matters asserted therein are true and based on their personal knowledge, except as to those matters stated upon information and belief, and as to those matters, they believe them to be true.




Shaun Handley

Chance McGaughey

**VERIFICATION**

Plaintiffs declare under penalty of perjury that they have read the foregoing Verified Complaint and are familiar with the contents thereof. The matters asserted therein are true and based on their personal knowledge, except as to those matters stated upon information and belief, and as to those matters, they believe them to be true.

\_\_\_\_\_  
Shaun Handley

  
\_\_\_\_\_  
Chance McGaughey